

**State of New Hampshire
Physical Therapy Governing Board
Concord, New Hampshire 03301**

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DEC 31 2009
Office of Licensed
Allied Health Professionals

In the Matter of:
Deborah A. Brede, PT
No.: 1824
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of Physical Therapy, the New Hampshire Office of Allied Health Professionals, Physical Therapy Governing Board ("Board") and Deborah A. Brede, PT, also known as Deborah A. Petroski, PT ("Respondent"), a physical therapist licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 328-A; RSA 328-F:5, II; RSA 328-F:23, I; RSA 541-A; and New Hampshire Office of Licensed Allied Health Professionals Administrative Rule ("Ahp") 203 and 209, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physical therapists. Pursuant to RSA 328-F:24, VI; RSA 541-A; and Ahp 214, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice Physical Therapy in the State of New Hampshire on October 4, 1995. Respondent holds license number 1824. Respondent practices physical therapy at Pine Heights at Brattleboro, 187 Oak Grove Ave., Brattleboro, Vermont.

3. Following the filing of Respondent's renewal application on or about November 21, 2008, her name was randomly selected for an audit of contact hours. Respondent did not respond to the Board's requests regarding the audit information.
4. In response to this, the Board conducted an investigation and obtained information regarding Respondent's continuing education credits for the relevant time period.
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would offer evidence to prove that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II (a) and American Physical Therapy Association Code of Ethics ("APTA Code") Principle 2 by the following facts:
 - A. On or about November 21, 2008, Respondent completed the renewal application for her Physical Therapy license. In signing this application, Respondent acknowledged that the information she provided was "accurate to the best of [Respondent's] knowledge and belief." This application was received in the Board's office on November 24, 2008.
 - B. The renewal application requires licensees to provide detailed information on the continuing education credits that have been taken in the previous two years. Physical Therapists are required to complete 30 hours of continuing education within the two-year timeframe.
 - C. In response to the continuing education requirement, Respondent advised that from September 27, 2007 through September 30, 2007 she participated as a teaching assistant in a Craniosacral II course at the Upledger Institute. Respondent filled in 30 clinical hours for this course.

- D. When Respondent submitted the supporting documentation in response to the Board's audit, it was discovered that this course was worth a total of 24 contact hours. Respondent had previously taken this same course as a student.
6. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-F:23, II (a) and APTA Code Principle 2.
7. Respondent acknowledges that this conduct constitutes grounds for the Board to impose reciprocal disciplinary sanctions against Respondent's license to practice as a physical therapist in the State of New Hampshire.
8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-F:23, III.
- A. Respondent is REPRIMANDED.
- B. Respondent is required to submit supporting documentation for all claimed continuing education credits for the next three (3) renewal applications filed with the Board. Respondent shall not receive continuing education credit for any course that has previously been submitted to the Board for this purpose, regardless of Respondent's role in that program.
- C. Respondent is assessed an **administrative fine** in the amount of \$500. Respondent shall pay this fine in full within thirty (30) days of the effective date of this *Settlement Agreement*, as defined further below, by delivering a money order or bank check, made payable to "Treasurer, State of New

Hampshire,” to the Board’s office at 57 Regional Drive, Concord, New Hampshire 03301.

- D. Respondent shall bear all costs of complying with the terms of this *Settlement Agreement*, but she shall be permitted to share such costs with third parties.
 - E. The Board may consider Respondent’s compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent’s license.
 - F. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physical therapist and to any agency or authority which licenses, certifies or credentials physical therapists, with which Respondent is presently affiliated.
 - G. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physical therapist and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
9. Respondent’s breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-F:23, II (j) and a separate and sufficient basis for further disciplinary action by the Board.

10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
14. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
15. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with his decision to enter into this agreement.
16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any

disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.

17. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
18. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 11/17/09

Deborah A. Brede/Petroski, PT
Deborah A. Brede, PT
(also known as Deborah A. Petroski)
Respondent

Date: _____

Counsel for Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 01-20-10

Greg Woodsum PT
(Signature)

Greg Woodsum
(Print or Type Name)
Authorized Representative of the
Board of Allied Health Professionals,
Speech-Language Pathology Governing Board

/* Board members, recused:

